

Engagement Letter

Thank you for choosing Sprintlaw Ltd. (UK) (Company No. 12872061) (referred to in these terms as **Sprintlaw, us, we** or **our**) to provide you with legal services.

The terms and conditions below (**Business Terms**) together with the quote we have provided you (**Quote**) (collectively, the **Engagement Letter**) set out the terms of our offer to provide legal services to you.

Sprintlaw operates as a legal consultancy in the UK and we are not a SRA-regulated firm of solicitors. This means we can provide legal services without being regulated by the SRA, except in specific 'reserved areas' like court representation, litigation, notary services, administering oaths, and preparing probate or conveyancing documents. This model, allowed since November 25, 2019, under the SRA Standards and Regulations 2019, reduces compliance costs and helps make our services more affordable.

Being a consultancy allows us to reduce compliance costs and provide a more affordable, cost-effective service to our clients, without compromising on quality. As part of our legal consultancy model, Sprintlaw UK employs a mix of UK-qualified and Australian lawyers who provide legal services to our clients in the UK. For more information, please consult our [FAQs](#) or clause 16 of these terms.

Business Terms

1 ACCEPTANCE

You may accept this Engagement Letter by:

- (a) signing (either electronically or in physical form) the Quote attached to this Engagement Letter;
- (b) continuing to instruct us after receiving this Engagement Letter; or
- (c) otherwise indicating your acceptance on the Quote we've provided to you, by email or otherwise.

Upon acceptance, you agree to be bound by the terms of the Engagement Letter with effect from the date you first consulted us.

2 OUR SERVICES

- (a) **Membership Services:** We offer a subscription service to our clients (**Membership**). By signing up to our Membership, you can access the benefits set out in clause 3 and you will pay for the Membership as set out in clause 4. The Membership has one or more paid tiers (**Paid Plan**) as well as free tier with limited functionality (**Free Plan**). The Paid Plan and Free Plan are collectively referred to as **Plans**.

- (b) **Fixed-Fee Services:** We will provide you with a quote for legal services, which will include a fixed-fee scope and fees (**Quote**). If you request or require additional legal services beyond the scope of work and fees set out in a Quote, we may provide you with an additional Quote for providing those additional services. If you accept a Quote for additional services, these Business Terms will continue to apply.
- (c) You will be responsible for paying expenses and disbursements which we incur in delivering legal services to you (provided we inform you of these expenses before incurring them).

3 MEMBERSHIP SERVICES

- (a) **Scope:** The Membership is a software and service subscription and does not involve individual projects for fixed-fee services. To the extent we provide legal assistance as part of your Plan, the subscription is a general retainer with payments at regular intervals for a pre-agreed and non-refundable amount. If you require work outside the scope of the retainer, we will provide you with a Quote for fixed-fee services.
- (b) **Member calls:** Your Plan may give you access to our call booking system (**Member Calls**). To claim Member Calls under your Plan, you must book calls on the Membership platform. Calls are:
 - (i) intended to answer basic legal questions and do not include reviewing documents, emails or providing legal advice that requires time beyond the time of our lawyers on the phone;
 - (ii) may (at our discretion) also be available by way of phone call, video call, or both;
 - (iii) intended to be used for simple, ad hoc questions; and
 - (iv) limited to a maximum of 30 minutes.
- (c) **Fair Usage Policy:** To the extent your Plan permits unlimited Member Calls but is subject to a 'fair usage' policy. Under this policy, you must not use the Membership in a way that a reasonable person would consider to be unreasonable. This includes but is not limited to:
 - (i) requesting multiple Member Calls on a single topic;
 - (ii) requesting multiple Member Calls as an attempt to avoid purchasing legal services;
 - (iii) use Sprintlaw Signatures more than 50 times a month (as per clause 3(e)); and

- (iv) requesting or pressuring our lawyers to provide legal advice or answers to complex questions without an opportunity to fully consider issues.

We reserve the right to determine whether the fair usage policy has been breached and cancel your Membership, provided that you have the right to request a full refund of the fees for the current payment period if we enforce the fair usage policy.

The full policy is available on our website [here](#).

- (d) **Areas of law:** As part of your Member Calls, we can provide you with advice on any of the areas of law that we service and in our reasonable opinion, we are qualified to advise on. This includes technology, intellectual property, contract drafting, privacy, corporate and commercial law. There are certain areas we can't advise on, including taxation, insurance, disputes, debt collection, or personal legal matters (such as wills, estates, personal injury or conveyancing), regulatory advice, employee issues or any 'reserved' areas we can't advise on as a legal consultancy. If we can't advise on your situation, we will use reasonable endeavours to refer you to another provider who can.

- (e) **Sprintlaw Signatures:** As part of certain Plans, you may also have access to our digital signature tool (**Sprintlaw Signatures**). Sprintlaw Signatures is powered and hosted by our partner Annature (<https://www.annature.com.au/>) and is subject to their Privacy Policy and terms as set out on their website. Access to Sprintlaw Signatures is currently unlimited however it is also subject to our Fair Usage policy, which is available on our website [here](#).

Please contact us in advance if you intend to utilise Sprintlaw Signatures to send a high volume of envelopes so we can attempt to accommodate your requirements, noting that we reserve the right to refuse high volume sends beyond 50 envelopes per month (provided that you have the right to request a full refund of the fees for the current payment period if we enforce this right).

- (f) **Free Documents:** As part of the Membership, you may have access to our free document builders. These documents are automatically generated templates based on inputs you provide in a form and do not constitute any legal advice. They may not be fit for your intended purpose, and a risk of using free documents is that they may do more harm than good if used in the wrong context. We strongly recommend you consider having a lawyer to review or verify documents you generate on the Membership platform to

ensure they are fit for your intended use. You can request a Quote via the Membership platform.

- (g) **Key Dates:** When documents are uploaded to the platform, we may tag key dates to a document and send you reminders about these dates (**Key Dates**). We do not guarantee that every date will be identified as a Key Date and you acknowledge and agree that Key Dates are only the dates your lawyer may consider relevant based on your instructions at the time of upload and become inaccurate if, for example, your circumstances change after upload.
- (h) **Key Laws:** We may also tag key laws that affect your document. We may notify you of changes to those laws from time to time (**Key Laws**). The identification of Key Laws is determined as at the time of upload and may become inaccurate if, for example, your circumstances change after upload.
- (i) We do not guarantee that:
 - (i) every Key Law is relevant to you;
 - (ii) we have flagged every applicable Key Law; or
 - (iii) we will notify you of every change to a Key Law relevant to your business.

You must not rely on the Key Laws functionality on the platform as legal advice and we will not be liable for any issues arising out of your business' failure to comply with any applicable laws.

- (j) **Key People:** We may also tag key people that affect your document (**Key People**). The identification of Key People is determined as at the time of upload based on information you have provided and may be or become inaccurate if, for example, your circumstances change after upload.
- (k) **Verifying Documents:** As part of the Membership, you may request your document to be verified by a Sprintlaw lawyer (**Verified**). If a document has been flagged as Verified on the platform, it means that the document was checked by a lawyer at the time of completion based on information you have provided to us. We will not be liable for any other issues arising from the document that were not communicated to us or circumstances that have changed since the document was Verified.
- (l) **Uploading Documents:** You can also upload your own documents on the Membership platform. You acknowledge and agree that any documents you upload are not reviewed by a Sprintlaw lawyer unless you proceed with a fixed-fee service to review or verify that document. We will not be liable for any issues arising

out of your upload of any documents to the Membership platform.

- (m) **File Limitations:** In addition to any limitations of your specific Plan, your use of the Membership may be subject to the below limitations which are imposed for security purposes:

- (i) you can only upload a document with a maximum size of 10MB;
- (ii) you can only upload up to 20 documents per month;
- (iii) you can only store up to 1GB of files on the Membership platform; and
- (iv) you can only generate up to 50 AI threads per month.

If you wish to exceed these limits, please contact our team in advance so we can attempt to accommodate your requirements, however we reserve the right to refuse to do so, including if it is technically challenging for us to do so.

- (n) **Third Parties:** On certain Plans, you may have functionality enabling you to invite third parties to the Membership platform, including other members in your organisation or counterparties to sign a document on Sprintlaw Signatures. If you invite a third party to the Membership platform, you acknowledge and agree that:

- (i) you are comfortable with them accessing any documentation or legal advice visible on the platform;
- (ii) inviting a third party may potentially waive legal professional privilege concerning certain advice we have provided, depending on the circumstances of the disclosure;
- (iii) the third party has consented to the invitation and their access to the platform; and
- (iv) you are responsible for ensuring they also comply with any applicable terms in this Engagement Letter.

- (o) **Data Retention:** While we provide the capability to store and verify files on the Membership platform, and limited AI features, we are not a dedicated file management service. Our platform's primary purpose is to facilitate the delivery and management of legal services, including document sharing and verification as part of our engagement. However, except as expressly set out in clause 21 or as required by law, we do not guarantee the long-term storage, organisation, or backup of files beyond the scope of our legal services or as required by law. Clients are responsible for maintaining their own records and backups of important documents. We

recommend that you download and securely store copies of any documents you wish to retain, as we may not preserve all data indefinitely or provide file recovery services.

4 MEMBERSHIP – BILLING PROCESS

- (a) **Active Billing Method:** In order to maintain access to Paid Plan features, we require you to maintain an active credit card or other billing method in the billing section of the platform. If you wish to remove your billing method, your Paid Plan may be cancelled and you may no longer have access to the benefits of the Sprintlaw Membership Plan.
- (b) **Payments:** Your Membership is a subscription service, which will auto-renew at the end of each term unless you cancel. To the maximum extent permitted by law and unless otherwise agreed, you will be charged annually in advance. We will auto-renew your subscription each year on or about the anniversary of your subscription date, unless you notify us 7 days prior to the anniversary of the renewal that you do not wish to renew.
- (c) **Price Increases:** We reserve the right to change prices on Membership Plans by giving you reasonable notice. If we increase prices and you do not agree, you are welcome to cancel your plan with immediate effect. If you do not cancel within 30 days after being notified, you'll be taken to have accepted the price increase and our normal cancellation terms apply.
- (d) **Multiple entities:** The Membership is only valid for one business (or in other words, a single entity with a company number). The Membership cannot be applied to other entities or businesses. We may, in our absolute discretion, extend certain membership benefits to related entities provided the work is (in our opinion) occasional and minor and is limited strictly to work in relation to the same business that is a Sprintlaw Member, but we reserve the right to require at any time that you purchase another membership subscription for any related entity.
- (e) **Refunds:** Our fees for the Sprintlaw Membership are non-refundable, to the maximum extent permitted by law.

5 FIXED-FEE SERVICES

- (a) **Allocated Lawyer:** After you accept a Quote, we may specify an allocated lawyer who will be your key point of contact for your project. We may change this point of contact at our discretion or provide you with different lawyer contacts for different services, including for resourcing reasons, different expertise

areas or where your allocated lawyer ceases to be employed or engaged by us.

- (b) **Price Increases:** We reserve the right to increase prices on fixed-fee services. When we provide you with a Quote, we will honour the pricing of that Quote until the expiry of the Quote.
- (c) **Scope of work:** Each project will have a fixed-fee scope with line items (**Scope**). The scope for a line item will be complete when we have delivered the document, advice or other deliverable described in the line item. Phone consultations, complimentary amendments and 'optional' items referred to in a Quote do not form part of the Scope.
- (d) **Amendments:** A Quote may specify the number of days within which complimentary amendments may be made (**Specified Days**). Complimentary amendments referred to in the Scope may be requested at your option but must be requested by you within the Specified Days of the completed document, advice or other deliverable being provided. Complimentary amendments only include amendments to the documents we have provided and do not include any direct negotiations or correspondence with, or reviewing any responses from, other parties.
- (e) **AI-Generated Content:** If you provide us with AI-generated content (such as draft clauses, contracts, or advice), our lawyers will review it only to assess whether it is appropriate to rely on or include in your final documents. This review is outside the standard scope of our services and is carried out on a complimentary, discretionary basis. Where additional work is required to verify, correct, or adapt AI-generated content, further fees may apply - we'll always let you know in advance if that's the case.
- (f) If phone or video consultations are included in a Quote, you must book calls on the Membership platform or the lawyer who is your point of contact will provide you with a link to our call booking system. If you would like to speak to your lawyer, you must use the call booking system to book in a time. Our lawyers may not accept phone calls that are not booked through our call booking system. Phone consultations included in a Scope cannot be requested more than the Specified Days after the completed document, advice or other deliverable has been provided.

6 FIXED-FEE SERVICES - BILLING PROCESS

- (a) You must pay Sprintlaw fees in accordance with a Quote, or as otherwise agreed in writing. For any other fees payable to Sprintlaw under or in connection with these terms, Sprintlaw will

issue an invoice to you which must be paid within 14 days of issue.

- (b) Where VAT is payable on our fees, it will be clearly shown on our invoices. By accepting these terms you agree to pay us an amount equivalent to the VAT imposed on these charges where applicable.
- (c) If you have agreed to a different billing process or payment method with us, (for example, under the Sprintlaw Membership), you agree to pay in accordance with that method.
- (d) If you have engaged us through a third-party service, you agree to comply with the payment process of that third-party service.
- (e) You consent to us sending our Deposit Notices or tax invoices to you electronically at your usual email address or mobile phone number as specified by you.
- (f) Without limiting the above, we reserve the right to charge you by:
 - (i) asking you for your credit card details; or
 - (ii) approving credit to you.

We reserve the right to not incur fees or expenses in excess of the amount for which credit is approved.

7 COMPANY SECRETARIAL AND TCSP SERVICES

- (a) **Request for authentication code:** Where you instruct us to provide company secretarial or related TCSP (Trust or Company Service Provider) services that require a filing or change to be made on the Companies House register on your behalf (for example, filing confirmation statements, updating registered office or director details, or filing other statutory forms), we may request that you provide us with your company's Companies House authentication code.
- (b) **Limited purpose:** Any authentication code you provide to us will be used solely for the purpose of completing the specific transaction or filing for which it was requested, and will not be used for any other matter without your prior consent. You are responsible for keeping your authentication code secure and for updating or changing it at any time you consider appropriate.
- (c) **Use of third party software:** We may use third party software, platforms or service providers to carry out a filing or transaction on your behalf, including for the preparation, submission or management of Companies House filings. Your use of our services in connection with these filings is also subject to the relevant third party provider's terms and

conditions, and clause 17 (Third Party Service Providers) continues to apply.

- (d) **Review, approval and accuracy of filings:** Before any filing is made on your behalf, you must review the proposed filing and confirm that it is accurate, complete and up to date, and you must sign or otherwise approve the filing in the manner we request. We will rely on your approval as authority to proceed and we are not required to independently verify the information provided. You acknowledge that the accuracy of any filing is ultimately your responsibility, and to the maximum extent permitted by law we will not be liable for any error, omission or inaccuracy in a filing made on your behalf where you have approved that filing or where the error or omission arises from information you have provided to us.
- (e) **Statutory fees, deadlines and reminders:** You are responsible for ensuring that all Companies House fees, statutory filing fees and other government or third party charges associated with your company are paid on time and that all required filings and lodgements are made by their applicable deadlines. This remains your responsibility even where you have engaged us to provide company secretarial or TCSP services. Without limiting clause 15(e), we are not required to monitor, remind or notify you of upcoming deadlines, overdue lodgements, late payments, penalties or any other compliance dates relating to your company, and we will not be liable for any loss, penalty, fine, strike-off action or other consequence arising from any failure to make a payment or filing on time.

8 CLIENT CONDUCT

We're committed to delivering high-quality, respectful and professional legal services. In return, we ask that all clients engage with us in the same spirit.

If, in our reasonable opinion, a client behaves in a way that is abusive, inappropriate, or consistently pushes the agreed scope of our services in a manner that impacts our team or operations, we may decide to end our engagement with you or cancel your membership by written notice to you, including over email.

In such cases, any unused credits or entitlements may be forfeited (provided we issue you with a full refund for any services which you have paid for and we have not delivered).

9 TIMING AND DELAYS

- (a) **Delivery time:** A Quote may specify a time for delivery of our services. Unless expressly stated otherwise, the delivery time is an estimate only and is subject to change depending on your availability for calls, resourcing reasons, your lawyer's

workload and any complexities that arise during your matter.

- (b) **Delays by you:** Once you have completed payment of a Quote, we will endeavour to contact you to gather details we require to complete the relevant Scopes. Unless expressly specified otherwise in a Quote, the Scope for any line items assume that the Scope will be completed within a period of 3 months after your acceptance of the relevant Quote (**Delivery Window**) and we require you to be reasonably responsive and to provide any information we require in order to complete the Scope during the Delivery Window. In the event that we cannot complete the Scope within the Delivery Window due to delays caused by you (for example, where we are unable to contact you or unable to receive information from you), you agree that we may determine the Scope to be complete and you authorise us to draw on Trust Money in respect of that Scope at the end of the Delivery Window, in consideration for the time we have allocated to your matter during the Delivery Window.

10 CONFLICTS

We reserve the right to refuse to provide legal advice to you (including any fixed fee legal advice or phone consultations) which if provided would, in our reasonable opinion, create or cause an actual or potential conflict of interest. If these circumstances arise, we will use reasonable endeavours to introduce you to an alternative legal provider who may be able to assist.

11 PAYMENT PROVIDER

Unless we inform you otherwise, if you elect to pay by credit card, then a third-party payment provider (the **Payment Provider**) will be used to collect your credit card details and charge your credit card. The processing of payments by the Payment Provider will be, in addition to this Engagement Letter, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. Our current Payment Provider is Stripe (<https://stripe.com/>). We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

12 CREDITS

- (a) **Entitlement and Use:** As part of your Membership, you may receive credits, which can be used towards accessing legal services on the Member Platform or otherwise with Sprintlaw. The value of credits, their allocation frequency, and maximum annual amount are determined at our discretion and may vary. Each credit is equivalent to a specified

monetary value and may only be applied to the pre-VAT price of our services. Credits cannot be used for government fees or other third-party charges.

- (b) **Expiration and Limitations:** Credits are subject to expiration as specified at the time of issuance and may not roll over. Expired credits are forfeited and cannot be reinstated. Credits issued are not coupons or gift vouchers but rather a form of discount exclusive to members.
- (c) **Discretionary Credits:** We may, at our discretion, issue additional credits for purposes such as refunds, promotions, or special offers. The terms and conditions, including expiration and usage, will be communicated at the time of issuance.
- (d) **Discretion and Liability:** We reserve the right to cancel or refuse to honour credits at our discretion, including in cases of error or misuse. Our maximum liability in such cases is limited to providing a refund equivalent to a full refund of the fees for the current payment period. The terms, conditions, and redeemable value of the credits may be modified by us at any time, provided that we offer a refund of any amount paid specifically for the credits, if applicable.
- (e) **Legal Compliance:** The credits are provided as a feature of the Membership and are not intended to be treated as coupons or gift vouchers under applicable laws. As such, they may have different terms and conditions, including validity periods.
- (f) **Credits & Refunds Policy:** The full policy is available on our website [here](#).

13 SCAM PRACTICES

We are aware of some scam practices involving false billing details. Please note that our bank details will never change. If you receive any correspondence announcing a change in our bank details, please contact us and verify the bank details with us before you pay. Please be aware that we are not responsible to you or any third party for any loss incurred in connection with you failing to verify false bank details.

14 WARRANTIES

To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these terms or a Quote are excluded.

15 ACKNOWLEDGEMENTS

You acknowledge and agree that:

- (a) except as expressly agreed, we will not take any steps to verify the accuracy of

any information, materials or documents you provide to us;

- (b) while some of our lawyers may be able to speak in languages other than English, we can only service clients who communicate primarily in English to ensure that we can collect accurate client instructions and provide correct legal advice accordingly. If you work with us through a translator, we will not be responsible for any inaccurate legal instructions or advice as a result of mistranslation;
- (c) we are not required to inform you of changes to the law relevant to work we have provided you with after such work has been provided;
- (d) advice or conclusions we provide as part of our legal services may be subject to facts or assumptions. You agree to check such facts and assumptions are correct;
- (e) any obligation imposed on you by statute, contract, law or in equity to perform an act or deliver a notice by a particular date remains your obligation and we will not be liable for any failure for such an obligation to be performed. Unless otherwise agreed, we will not be responsible for notifying you of the imminent expiry of your ability to perform such an obligation or any limitation or time period;
- (f) we are not responsible to you or any third party for any loss incurred in connection with changes made to a document or advice that we provide to you, unless we have specifically approved those changes;
- (g) while we will use reasonable endeavours to perform your legal services as promptly as possible, we cannot guarantee delivery by any particular timeframe and any time estimate provided by us in correspondence should not be relied upon or treated as a definitive deadline;
- (h) documents or advice that we provide to you in connection with a matter or transaction are specifically provided and/or prepared for your use in relation to that matter or transaction and must not be relied upon or used by you in relation to any other matter or transaction, or relied upon or used by any other person or entity;
- (i) any person you directly or indirectly allow to give instructions to us is your agent who is authorised to give instructions on your behalf. You waive any conflict of interest that may arise by us acting in accordance with the instructions of your agent; and
- (j) Sprintlaw does not provide advice on commercial, tax, financial, accounting, insurance, criminal, any areas that require registration with the Solicitors Regulation Authority or other non-legal aspects of a transaction or matter. While we may discuss commercial or non-legal matters with you from time to time, for example in

the context of seeking to better understand your business, any comments made by us in relation to such matters should not be taken as expert advice to be relied on.

16 REGULATORY STATUS

- (a) Sprintlaw's Australian counterpart (Sprintlaw Pty Ltd ACN 616847093, **Sprintlaw AU**) is a regulated law firm and is an incorporated legal practice with number 32845 regulated by the Law Society of New South Wales. We may refer any Australian legal work you require to Sprintlaw AU and it will be provided under a separate engagement letter.
- (b) In the UK, Sprintlaw operates as a legal consultancy and is not a traditionally regulated law firm under the Solicitors Regulation Authority. This means:
 - (i) Sprintlaw is not regulated by the Solicitors Regulation Authority;
 - (ii) Sprintlaw does not offer legal services in certain 'reserved areas', which would require Sprintlaw to be an SRA-regulated firm. These reserved areas include appearing in court, conducting litigation, lodging certain property documents, conducting probate, administering oaths and notarial activities;
 - (iii) Advice we provide may not be protected by legal professional privilege, as that concept applies to regulated solicitors (but we will still be required to keep advice we provide you confidential in accordance with the provisions of clause 26 of this agreement);
 - (iv) Sprintlaw is not required to have professional indemnity insurance that meets the SRA's minimum terms and conditions (MTCs) set out here. Regardless, Sprintlaw has chosen to maintain professional indemnity cover of £2,000,000 per claim; and
 - (v) Sprintlaw clients will not be eligible to make a claim under the SRA Compensation Fund, which is available to clients of regulated firms where their money has been stolen, misappropriated, or otherwise not properly accounted for; or in certain other limited circumstances. You can read more about the Fund [here](#).

17 THIRD PARTY SERVICE PROVIDERS

- (a) We may directly engage third party suppliers or service providers to undertake outsourced or subcontracted work for us, including work on or connected to your

project. Such third-party suppliers may include (without limitation) contract lawyers, document management providers or external administration providers. Our use of such providers will not diminish or reduce our obligations to you under this agreement.

- (b) Our platform integrates with various third-party services to enhance functionality and provide a seamless experience. By using our platform, you acknowledge and agree that we may use and integrate with the following third-party services:
 - (i) **AWS (Amazon Web Services)** - for secure cloud storage and computing services. [AWS](#)
 - (ii) **Airtable** - for database and spreadsheet management. [Airtable](#)
 - (iii) **Stacker** - for hosting apps and interfaces used by our lawyers. [Stacker](#)
 - (iv) **Google Workspace** - for communication and collaboration tools, including email, documents, and calendars. [Google Workspace](#)
 - (v) **Front** - for team inbox and customer communication. [Front](#)
 - (vi) **Pipedrive** - for sales management and CRM. [Pipedrive](#)
 - (vii) **Veriff** - for identity verification, document verification, liveness, fraud prevention and related compliance checks. [Veriff](#)
- (c) You acknowledge that your use of these third-party services may be subject to their respective terms and conditions, privacy policies, and other applicable agreements. We are not responsible for the data practices or any content provided by these third-party services. We encourage you to review the terms and policies of each service to understand their data handling and your obligations when using them.
- (d) By using our platform and these integrated services, you consent to the processing and sharing of your data as necessary for the integration and operation of these services. We reserve the right to add, remove, or change the third-party services we integrate with at any time, and we will provide notice of any material changes to these integrations.
- (e) We may, in the course of corresponding with you, provide you with contact details of third party service providers. Notwithstanding such correspondence, we do not recommend such third-party service provider and make no warranty or representation about the quality of such third-party service provider. We expressly disclaim all responsibility and liability for any loss, damage, cost or expense that you or any third party suffer in connection

with the use of such third party service provider.

cannot be excluded under any other applicable law.

18 USE OF AI TOOLS

We may use various artificial intelligence (AI) tools for natural language processing models and automated document drafting systems, including but not limited to those developed by OpenAI and Docupilot. By engaging Sprintlaw, you acknowledge and agree:

- (a) that you should not rely entirely on information and outputs generated by AI tools to make decisions;
- (b) any information from outputs generated by AI do not constitute legal advice from Sprintlaw and should not be relied on as such;
- (c) while we endeavour to ensure that information is useful, we cannot guarantee the correctness or accuracy of any outputs generated by AI tools; and
- (d) by using these AI tools, you agree to OpenAI's terms and conditions [here](#). If you do not agree to these terms, you do not need to use the AI tools.

19 LIABILITY

- (a) **(Limitation of liability)** To the maximum extent permitted by applicable law, the maximum aggregate liability of Sprintlaw to the client in respect of loss or damage sustained by the client under or in connection with this agreement is limited to the total fees paid to Sprintlaw by the **Client** in the 3 months preceding the first event giving rise to the relevant liability. This clause does not propose to limit any liability which cannot be lawfully limited under applicable law, and will only limit liability which can be lawfully limited.
- (b) **(Indemnity)** The Client agrees at all times to indemnify and hold harmless Sprintlaw and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the client or the client officers', employees' or agents':
 - (i) breach of any term of this agreement; or
 - (ii) negligent, fraudulent or criminal act or omission.
- (c) **(Consequential loss)** Sprintlaw will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Sprintlaw, except to the extent this liability

20 PARTNERS & REFERRALS

- (a) **Partner Offers:** As part of our Membership, you may have access to exclusive offers from Sprintlaw's third party partners. You acknowledge and agree that these offers will direct you to third party links not controlled by Sprintlaw and you should ensure you agree with those partner's terms and conditions available on their website before engaging them.
- (b) **Direct Referrals:** We may:
 - (i) receive commissions for referring potential clients to referral partners; and
 - (ii) provide commissions to referral partners in consideration for referred potential clients.

We will request your permission before referring you to a referral partner and disclose our referral relationship. You may refuse any referral request made by us.

We confirm that:

- (i) our referral partnerships do not create any bias on, or otherwise influence or constrain, our legal advice; and
- (ii) the value of any commissions we receive are fair and reasonable having regard to industry standards.

If you have engaged us through a third-party service provider, we disclose that a commission or referral fee will be taken by the third-party service provider in consideration for your referral.

21 RETENTION OF YOUR DOCUMENTS

- (a) Upon the completion of your work or following the termination of our legal services (whether by you or us), we will retain your documents for a period of seven (7) years. By agreeing to these terms, you authorize us to destroy the file after this retention period has elapsed, except for any documents deposited with us in safe custody. Such documents will be retained on your behalf indefinitely, subject to a separate agreement.
- (b) Notwithstanding anything else in this Agreement, we may retain identity verification materials, customer due diligence records, screening results, and related compliance records for the period required or permitted by applicable law.
- (c) We reserve the right to retain your documents if there are outstanding amounts owed to us for our services. This

clause specifically applies to documents that we have created, managed, or advised on during the course of our legal services.

- (d) For any documents that you create using our platform's self-service features or upload independently, these are considered your responsibility. Such documents are not covered by our retention obligations, except where we have explicitly provided legal advice or management services. In cases where we have provided such services, the documents will be retained in accordance with the terms set out above.
- (e) You are liable for the costs associated with storing and retrieving documents in our custody, as well as any professional fees incurred in connection with these activities. We recommend that you retain copies of all documents created or uploaded for your own records, as we may not retain or be responsible for these documents beyond the scope of our services.

22 TERMINATION BY US

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe;
- (h) pursuant to clause 8 (Client Conduct);
- (i) if in our sole discretion, we consider it is no longer appropriate to act for you;
- (j) for just cause; or
- (k) if you do not provide information or documents reasonably requested by us for identity verification, customer due diligence, sanctions, anti-money laundering or related compliance purposes, or if we are otherwise unable to complete checks to our satisfaction or are not permitted by law to continue acting.

We will give you reasonable written notice of termination of our services. You will be required to pay for services that have been fully performed by us and any costs incurred by us in accordance with this Engagement Letter as at the date of termination.

23 TERMINATION BY YOU

You may terminate our services by written notice at any time. However, if you do so you will be required to pay for services that have been fully performed by us and any costs incurred by us in accordance with this Engagement Letter as at the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

24 LIEN

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

- (a) we will be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and
- (b) our lien will continue notwithstanding that we cease to act for you.

25 INTELLECTUAL PROPERTY

- (a) Subject to clause 25(c), we retain sole and exclusive ownership of intellectual property in all advices and documents prepared in the course of our engagement (including any free documents you generate on the Membership platform). We grant you a limited licence to use such advices and documents for the purpose which they were prepared and you must not reproduce them or use them for another purpose or provide them to another person or entity without our prior written consent.
- (b) We may request your approval to use your logo and/or a photograph of you (**Client IP**) on our website for promotional purposes. If you provide such approval, you grant us a non-exclusive, royalty free, non-transferable, worldwide licence to use such Client IP for the purposes of promoting our business. Upon reasonable written notice by you, we will promptly cease using Client IP.
- (c) If expressly stated in the scope of work set out in a Quote, we permit you to sublicense template documents we produce for you (**Licensed Document**) for use with clients or customers of your business (**End Customers**), provided that you acknowledge and agree to the following:

- (i) the Licensed Document(s) are only for use with your End Customers (as discussed between us and you) and must not be used for any other purpose, including to establish a product or service offering that competes with Sprintlaw;
- (ii) you must not use the document other than as described to, and agreed with, us;
- (iii) you must not hold out or represent that you are an agent, representative, contractor or have any relationship of authority, or authority to act on behalf of, Sprintlaw;
- (iv) you must maintain any disclaimers we have affixed to the Licensed Documents, including any notes or statements which clarify that the document should not be interpreted as legal advice;
- (v) no solicitor-client relationship will exist between Sprintlaw and your End Customers (and you must inform them of this fact);
- (vi) you must indemnify us against any loss, liability, cost, claim or damage suffered by us in connection with your use of the document, including any liability we suffer in connection with End Customers; and
- (vii) Sprintlaw may revoke the licence granted at any time by notice to you if you breach any of the conditions set out in this clause or otherwise set out in this agreement.

26 CONFIDENTIALITY

- (a) Subject to clause 26(b), we will maintain the confidentiality of all information received from you in the course of us performing legal services for you under this agreement.
- (b) We may disclose your confidential information:
 - (i) to our directors, employees, agents and contractors;
 - (ii) to third party service providers, to assist us in providing legal services (including as contemplated under clause 17);
 - (iii) where permitted or required by law to do so;
 - (iv) where disclosure is required or permitted in connection with anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, regulatory compliance, or the making of any report or

disclosure to a competent authority; or

- (v) where such information is in the public domain otherwise than as a result of a breach of an obligation of confidence.

- (c) You must keep the terms of the Engagement Letter and the fees charged to you by us confidential.

We may be prevented by law from informing you of certain disclosures, reports, investigations, or decisions made in connection with our anti-money laundering or related legal obligations.

27 DATA PROTECTION

Words and phrases in this clause have the meaning given to them by applicable data protection and privacy laws in force in the United Kingdom, including the UK GDPR, the Data Protection Act 2018, and related legislation, as amended from time to time (Data Protection Legislation).

During and after the delivery of services under this Agreement, you agree that we will usually process personal data as a controller for our own purposes, including for the purposes of:

- (a) providing legal services and managing our engagement with you;
- (b) complying with legal and regulatory obligations, including anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, customer due diligence, risk assessment, ongoing monitoring, taxation, accounting and regulatory compliance obligations;
- (c) carrying out identity verification, authority to act checks, beneficial ownership and control checks, source of funds or source of wealth checks where required, and related screening and monitoring;
- (d) using our contractors, independent consultants and third party service providers in connection with the delivery of our services and operation of our business;
- (e) sending service communications, legal updates and, where permitted by law, marketing communications; and
- (f) the other purposes set out in our Privacy Policy.

You acknowledge and agree that, for the purposes above, we may collect, use, disclose and otherwise process personal data relating to you and, where relevant, your personnel, directors, shareholders, beneficial owners, trustees, controllers, authorised representatives and other connected persons.

You acknowledge and agree that we may use third party identity verification and compliance providers, including Veriff, as well as public registers, databases and screening tools, for the purposes described above.

You must promptly provide all information and documents that we reasonably request for these purposes, and procure that any relevant connected persons do the same.

If we are unable to complete satisfactory checks, or if we consider that acting would expose us to legal, regulatory or compliance risk, we may delay, refuse to commence, suspend or cease providing services to you, or terminate this Agreement.

We may make disclosures to regulators, supervisory authorities, law enforcement agencies, government bodies or other third parties where required or permitted by law in connection with our legal and regulatory obligations. Where the law restricts us from doing so, we may be unable to tell you that such a disclosure has been made or explain why we are unable to provide further information.

On limited occasions, we may process personal data on your behalf as a processor rather than as a controller. If and when we consider that to be the case, we may notify you separately and any such processing will be subject to your instructions and any additional terms we specify.

You warrant that, where you provide us with personal data relating to any other person, you have taken any steps required by Data Protection Legislation to lawfully share that personal data with us, including giving any required privacy information.

Further details about how we handle personal data are set out in our Privacy Policy.

28 CLOUD STORAGE

We use cloud storage to securely store emails, documents, information and other materials that we send to and receive from you. The cloud storage servers may be located outside the UK.

29 SENDING MATERIAL ELECTRONICALLY

We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

30 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has

complied with the requirements of this clause.

- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

31 VAT

Where applicable, VAT is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the VAT imposed on these charges.

32 ENTIRE AGREEMENT

The Engagement Letter embodies the entire agreement between us and you and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to its subject matter.

33 INCONSISTENCY

Except where a contrary intention appears, to the extent of any inconsistency or conflict between:

- (a) the Quote; and
- (b) these Business Terms;

then that inconsistency or conflict must be resolved by giving priority to the earlier named document over any later document.

34 GOVERNING LAW

The laws of England and Wales govern these terms and legal costs in relation to any matter upon which we are instructed to act.